

**UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA  
PHILADELPHIA DIVISION**

<b>In re:</b>  <b>Curtiss N Ayers,</b> <b>aka Curtis N Ayers,</b>  <b>Debtor</b>  <b>Lakeview Loan Servicing, LLC</b>  <b>Movant</b>  <b>v.</b>  <b>Curtiss N Ayers,</b> <b>aka Curtis N Ayers,</b>  <b>Debtor/Respondent</b>  <b>WILLIAM C. MILLER, Esquire</b>  <b>Trustee/Respondent</b>	<b>Bankruptcy No. 20-12122-amc</b>  <b>Chapter 13</b>  <b>Hearing Date: February 2, 2021</b> <b>Hearing Time: 11:00am</b> <b>Location: Robert N.C. Nix Sr. Federal</b> <b>Courthouse, 900 Market Street, Suite</b> <b>204, Philadelphia, PA 19107</b>
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**MOTION OF LAKEVIEW LOAN SERVICING, LLC FOR RELIEF FROM THE  
AUTOMATIC STAY TO PERMIT LAKEVIEW LOAN SERVICING, LLC TO  
FORECLOSE ON 419 EDMONDS AVENUE, DREXEL HILL, PENNSYLVANIA 19026**

Secured Creditor, Lakeview Loan Servicing, LLC, by and through the undersigned counsel, hereby moves this Court, pursuant to 11 U.S.C. § 362(d), for a modification of the automatic stay provisions for cause, and, in support thereof, states the following:

1. Debtor(s), Curtiss N Ayers, filed a voluntary petition pursuant to Chapter 13 of the United States Bankruptcy Code on April 27, 2020.
2. Jurisdiction of this cause is granted to the Bankruptcy Court pursuant to 28 U.S.C. § 1334, 11 U.S.C. § 362(d), Fed. R. Bankr. P. 4001(a), and all other applicable rules and statutes affecting the jurisdiction of the Bankruptcy Courts generally.

3. On April 12, 2016, Curtiss N Ayers executed and delivered a Promissory Note (“Note”) and Mortgage (“Mortgage”) securing payment of the Note in the amount of \$141,391.00 to American Neighborhood Mortgage Acceptance Company LLC., a Limited Liability Company. A true and correct copy of the Note is attached hereto as Exhibit “A.”
4. The Mortgage was recorded on April 14, 2016 in Instrument Number 2016018435 of the Public Records of Delaware County, Pennsylvania. A true and correct copy of the Mortgage is attached hereto as Exhibit “B.”
5. The Mortgage was secured as a lien against the Property located at 419 Edmonds Avenue, Drexel Hill, Pennsylvania 19026, (“the Property”).
6. The loan was lastly assigned to Lakeview Loan Servicing, LLC and same was recorded with the Delaware County Recorder of Deeds on March 18, 2020, as Instrument Number 2020016327. A true and correct copy of the Assignment of Mortgage is attached hereto as Exhibit “C.”
7. Based upon the Debtor(s)’ Amended Chapter 13 Plan (Docket No. 33), Debtor intends to cure Secured Creditor's pre-petition arrearage within the Plan and is responsible for maintaining post-petition payments directly to Secured Creditor. A true and correct copy of the Amended Chapter 13 Plan is attached hereto as Exhibit “D.”
8. Debtor has failed to make the monthly payments of principal, interest, and escrow in the amount of \$1,266.22 which came due on October 1, 2020, November 1, 2020, December 1, 2020, and January 1, 2021, respectively. See Exhibit “E.”
9. Thus, Debtor(s)’ post-petition arrearage totaled the sum of \$5,064.88 through January 31, 2021. See Exhibit “E.”

10. The current unpaid principal balance due under the loan documents is approximately \$95,666.18. Movant's total claim amount, itemized below, is approximately \$105,542.96. See Exhibit "F."

Principal Balance	\$95,666.18
Interest (01/01/21)	\$4,544.16
Pro Rata MIP/ PMI	\$179.94
Escrow Advance	\$5,567.31
Accum Late Charges	\$162.48
Accum NSF Charges	\$30.00
Other Fees Due	\$10.00
Recoverable Balance	\$515.90
Suspense Balance	(\$1,133.02)
Total to Payoff	\$105,542.96

11. According to the Debtor(s)' schedules, the liquidation value of the subject property is \$170,452.80. A true and accurate copy of the Debtor(s)' Schedule A/B is attached hereto as Exhibit "G."
12. Under Section 362(d)(1) of the Code, the Court shall grant relief from the automatic stay for "cause" which includes a lack of adequate protection of an interest in property. Sufficient "cause" for relief from the stay under Section 362(d)(1) is established where a debtor has failed to make installment payments or payments due under a court-approved plan, on a secured debt, or where the Debtor(s) have no assets or equity in the Mortgaged Property.
13. As set forth herein, Debtor has defaulted on his secured obligation as he has failed to make his monthly post-petition installment payments.
14. As a result, cause exists pursuant to 11 U.S.C. § 362(d) of the Code for this Honorable Court to grant relief from the automatic stay to allow Secured Creditor, its successor

and/or assignees to pursue its state court remedies, including the filing of a foreclosure action.

15. Additionally, once the stay is terminated, the Debtor(s) will have minimal motivation to insure, preserve, or protect the collateral; therefore, Secured Creditor requests that the Court waive the 14-day stay period imposed by Fed.R.Bankr.P. 4001(a)(3).

**WHEREFORE**, Secured Creditor, prays this Honorable Court enter an order modifying the automatic stay under 11 U.S.C. § 362(d) to permit Lakeview Loan Servicing, LLC to take any and all steps necessary to exercise any and all rights it may have in the collateral described herein, to gain possession of said collateral, to seek recovery of its reasonable attorneys' fees and costs incurred in this proceeding, to waive the 14-day stay imposed by Fed.R.Bankr.P. 4001(a)(3), and for any such further relief as this Honorable Court deems just and appropriate.

Date: 01/13/2021

**Robertson, Anschutz, Schneid, Crane & Partners, PLLC**

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